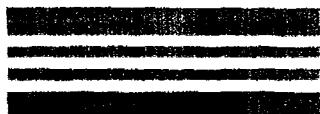


# **Exhibit C (Part 1)**



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Joseph Devine  
CT Corporation  
208 S. LaSalle Street  
Chicago, IL 60604

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 06:13 PM 11/02/2007  
INITIAL FILING # 20074190731

SRV: 071186810

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME

RADLAX GATEWAY HOTEL, LLC

OR 1b INDIVIDUAL'S LAST NAME

MAILING ADDRESS

1110 JORIE BLVD., #350

SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION

DEBTOR

TYPE OF ORGANIZATION

LLC

JURISDICTION OF ORGANIZATION

DE

ORGANIZATION ID#, if any

DE4434095

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

INDIVIDUAL'S LAST NAME

MAILING ADDRESS

SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION

DEBTOR

TYPE OF ORGANIZATION

DE

JURISDICTION OF ORGANIZATION

ORGANIZATION ID#, if any

NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE or ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

AMALGAMATED BANK, TRUSTEE OF LONGVIEW ULTRA CONSTRUCTION LOAN INVESTMENT FUND

OR 3b INDIVIDUAL'S LAST NAME

MAILING ADDRESS

15 UNION SQUARE

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

6. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BALEOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.		7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (if applicable) <input type="checkbox"/> ADDITIONAL (FEE) optional		(S) on Debtor(s) optional	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA	SPSS	FD 7069816 SO-				

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME <b>RADLAX GATEWAY HOTEL, LLC</b>				
1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS <b>1110 JORIE BLVD., #350</b>		CITY <b>OAK BROOK</b>	STATE <b>IL</b>	POSTAL CODE <b>60523</b>
1d SEE INSTRUCTIONS	ADD'L INFORMATION REGARDING DEBTOR	2b TYPE OF ORGANIZATION <b>LLC</b>	IF JURISDICTION OF ORGANIZATION <b>DELAWARE</b>	1e ORGANIZATIONAL ID#, If any <b>IL4434095</b>
				NONE

**EXHIBIT "A"**  
**COLLATERAL DESCRIPTION**

The Land, Improvements, Fixtures, Personality and Rents, together with:

- (i) All present and future rights, privileges, tenements, hereditaments, royalties, water rights, minerals, oil and gas rights, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereto, and all right, title and interest of Debtor, if any, in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
- (ii) All rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Real Estate, Improvements, Collateral and/or the businesses and operations conducted by Debtor thereon, including all revenues, rentals, rent equivalents, receipts, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone systems, guest laundry and any other items of revenue, receipts and/or income as identified in the Uniform System of Accounts for Hotels, 8<sup>th</sup> Edition, International Association of Hospitality Accountants (1986), as from time to time amended, to be applied against the Secured Obligations (as hereinafter defined);
- (iii) All present and future betterments, improvements, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto, and all reversions and remainders therein;
- (iv) All of Debtor's present and future right, title and interest in and to any awards, remunerations, reimbursements, condemnation payments, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures or Personality, including, but not limited to, those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land;

259403-1

- (v) All of Debtor's interest in "general intangibles" including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Real Estate, Improvements or Collateral, including, without limitation, all of Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Debtor is or may become a party and which relate to the Land (including, but not limited to that certain License Agreement entered into by and between Debtor and Radisson Hotels International, Inc., a Delaware corporation, Improvements or Collateral, including the Major Contracts and the Plans; (ii) all obligations and indebtedness owed to Debtor thereunder; (iii) all intellectual property related to the Real Estate, Improvements or Collateral; and (iv) all choses in action and causes of action relating to the Real Estate, Improvements or Collateral;
- (vi) All of Debtor's present and future right, title and interest in and to any proceeds of insurance required or maintained;
- (vii) All of the Leases and Rents; and
- (viii) Any and all other security and collateral, of any nature whatsoever now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

For purposes hereof:

"Land" shall mean all those certain tracts, pieces or parcels of land situated and lying in the County of Los Angeles, California more particularly described in Schedule 1 attached hereto and by this reference made a part hereof, all Fixtures or other Improvements situated thereon and all rights, titles and interests appurtenant thereto.

"Improvements" shall mean any improvements constructed upon the Land as of the date hereof, if any, or any improvements to be constructed upon the Land or any part thereof subsequent to the date hereof, together with all tenant finish work with related facilities and amenities.

"Personalty" shall mean all of the right, title and interest of Borrower in and to all furniture, furnishings, equipment, machinery, building supplies and materials, goods, general intangibles, money, insurance proceeds, accounts, contract rights, inventory, books and records, vehicles, all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Borrower with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, trade names, trademarks, logos, and all other personal property (other than the Fixtures) of any kind or character, including all Documents, Goods, Instruments, money, Deposit Accounts, Securities Accounts established in connection with deposits required pursuant to the Security Documents, Chattel Paper, Letters-of-Credit Rights, Investment Property, General Intangibles and Supporting Obligations relating to the Mortgaged Property as defined in and subject to the

provisions of the Uniform Commercial Code of the State of California (the "Commercial Code"), now or hereafter located, or to be located, upon, within or about the Land and the Improvements, or which are or may be used in or related to the planning, development, financing or operation of all or any portion of the Mortgaged Property, together with all accessories, additions, replacements and substitutions thereto or therefor and the proceeds thereof (Borrower hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Lender to confirm the conveyance, transfer and assignment of any of the foregoing).

"Rents" shall mean all of the rents, receipts, revenues, issues and profits now due or which may become due or to which Borrower may now or hereafter shall become entitled (whether upon the expiration of any applicable period of redemption or otherwise) or may demand or claim, arising or issuing from or out of the Leases, or from or out of using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property or any part thereof, including, without limiting the generality of the foregoing, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents, security deposits and liquidated damages following default or late payment of rent, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind which Borrower may have against any Lessee under any Lease or any subtenants or occupants of the Mortgaged Property.

SCHEDULE F

LEGAL DESCRIPTION

**PARCEL 2: (HOTEL)**

THOSE PORTIONS OF LOTS 14 AND 15 OF TRACT 12365, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 238 PAGES 49 AND 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 14 WEST, RANCHO SAUSAL REDONDO, AS PER MAP RECORDED IN BOOK 1 PAGES 507 AND 508 OF PATENTS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 14 DISTANT THEREON SOUTH 0° 00' 58" WEST 95.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE PARALLEL WITH THE LINE COMMON TO SAID LOTS 14 AND 15, SOUTH 89° 56' 39" EAST 234.33 FEET; THENCE PARALLEL WITH THE WESTERLY LINES OF SAID LOTS 14 AND 15 SOUTH 0° 00' 58" WEST, 163.17 FEET; THENCE SOUTH 89° 56' 39" EAST 84.76 FEET; THENCE SOUTH 0° 03' 21" WEST 46.00 FEET; THENCE SOUTH 89° 56' 39" EAST, 18.00 FEET; THENCE SOUTH 0° 03' 21" WEST 18.00 FEET; THENCE SOUTH 89° 56' 39" EAST 262.95 FEET TO THE EASTERLY LINE OF SAID LOT 14; THENCE ALONG THE EASTERLY LINE OF SAID LOT 14 AND THE SOUTHERLY PROLONGATION THEREOF SOUTH 0° 00' 58" WEST 317.83 FEET, MORE OR LESS, TO THE NORtherly LINE OF CENTURY BOULEVARD, 40 FEET WIDE AS DESCRIBED IN DEED RECORDED IN BOOK 4085 PAGE 6 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORtherly LINE NORTH 89° 56' 39" WEST 610.00 FEET TO THE EASTERLY LINE OF SEPULVEDA BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN DEED RECORDED IN BOOK 14325 PAGE 77, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE NORTH 0° 00' 58" EAST \$45.00 FEET TO A LINE WHICH BEARS NORTH 89° 56' 39" WEST AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 89° 56' 39" EAST 10.00 FEET TO THE POINT OF BEGINNING.

EXCEPT AN UNDIVIDED 50 PERCENT INTEREST IN AND TO ALL THE OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE THEREOF, AS RESERVED BY TOWCRAT CORP., A NEVADA CORPORATION IN DEED RECORDED AUGUST 23, 1967 AS INSTRUMENT NO. 1000, IN BOOK D3744 PAGE 488 OFFICIAL RECORDS.

SAID LAND IS SHOWN AS PROPOSED PARCEL TWO OF THE CONDITIONAL CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT, RECORDED DECEMBER 14, 2001 AS INSTRUMENT NO. 01-2400303.

**PARCEL 2A: (PROPOSED - TO BE CONVEYED AND RESERVED)**

NON-EXCLUSIVE EASEMENTS AS CONVEYED BY DEED RECORDED \_\_\_\_\_ FOR PARKING, INGRESS AND EGRESS, ACCESS AND UTILITIES ON AND OVER THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE OF THE CONDITIONAL CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT, RECORDED DECEMBER 14, 2001 AS INSTRUMENT NO. 01-2400303.